

TERMS OF USE

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PLEASE READ THESE TERMS, CAREFULLY. BY USING AND ACCESSING THIS WEBSITE, YOU INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS YOU MAY NOT USE THIS WEBSITE.

Introduction:

The Company offers various employee background verification services including but not limited to checks regarding the previous employment, education, criminal, identity backgrounds, residential verification, credit check, drug tests and psychometric tests (“Services”). In order to avail any or all of these Services, you shall be required to enter into a separate definitive agreement with the Company. The definitive agreement shall comprise of the detailed scope of services and the commercial terms agreed between you and the Company. These Terms are restricted to the use of the Website and does not display the specific terms of the services that are offered by the Company.

Website Use:

You may use the Website subject to acceptance of these Terms. The Company retains the right to amend these Terms, without prior notice, from time to time and such revised Terms shall be applicable to the Users, upon the posting of updated Terms on the Website. Subject to terms and conditions, we hereby grant you a non-exclusive, non-assignable, non-transferable and limited right and license to use this Website for your personal use only and for no other purposes.

Proprietary Rights

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Use of Information Collected

The Company does not assume any obligation to monitor the information that you may post on the Website. Any information sent to us or comments other than personal data, that you may transmit to the Company through the Website does not infringe intellectual property rights or any other applicable law. Such information, material or comments, will be treated as non-confidential and non-proprietary. By submitting any information, you give the Company an unlimited and irrevocable license to use such information. The Company reserves the right to use such information in any way it chooses.

We collect information from a variety of sources, directly and indirectly. "Personal information" means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with the Company, is capable of identifying such person. All of the personal information we collect is used to monitor the use of the site and develop better services.

By submitting your personal data through this Website, you shall be consenting to it being handled in accordance with the site's online Privacy Policy. You agree to provide true and complete information about yourself by registering on this Website. If you have submitted personal data through this Website and wish us to cease using it for the purposes submitted, please contact us using the contact details given in the Privacy policy.



Disclaimer

Your use of this Website is at your sole risk. The Website and its contents are provided on an "as is" and "as available" basis without any warranties of any kind. All express and implied warranties, including, without limitation and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. Company makes no warranties or representations about the accuracy or completeness of this Website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) property damage, of any nature whatsoever, resulting from your access to and use of this Website, (iii) any unauthorized access to or use of this website and/or any and all information stored therein, (iv) any interruption or cessation of transmission to or from this Website, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through this Website, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via this Website. Company shall not be responsible for service disruption caused due to loss of internet connection.

You also agree not to interfere with or attempt to gain unauthorized access to any parts of this Website or any accounts, computer systems or networks, etc.

You understand and acknowledge that this Website may be prone to unintentional inaccuracies in content. E.g. typographical errors, improper linkages etc.

While the Company makes every reasonable effort to ensure that information contained on this Website is correct, information may be incomplete, inaccurate or may have become obsolete and thus cannot be expressly or impliedly guaranteed or warranted. No information provided on this Website shall be relied on for any independent investigation or for any specific purpose.

You should not consider any forward-looking statement as a guarantee of future performance and that the actual results may be different from those contained in the forward looking statements. The Company reserves the right to update any such statements, content or information on the Website at its own discretion without prior notice.

Indemnity

You agree to indemnify, defend and hold harmless the Company, its subsidiaries and affiliates from any claim, cost, expense, judgment, damages or other loss arising out of or in relation to your use of this Website in any manner.

Limitation of Liability

We and/or our affiliates shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages including but not limited to loss of profits or

revenues, business interruption, loss of data arising out of or in connection with the use, misuse, inability to use or reliance on any material contained this site, even if we and/or our affiliates have been advised of a possibility of damages.

Force Majeure

Without limiting the foregoing, under no circumstances shall Company be held liable for any damage or loss due to deficiency in this Website resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, change in laws and regulations, or any other government regulations, floods, storms, electrical failure, civil disturbances, riots or any other similar events.

Termination

Company may at any time, terminate these Terms, if:

- a) You breach any terms and conditions of these Terms or;
- b) Company is required to do so under law (where the Services provided by the Company becomes unlawful);
- c) Company chooses to discontinue to provide the Services detailed on the Website.

Survival

Provisions such as, disclaimer of warranties, limitation of liability, indemnity, ownership of intellectual property, general provisions, shall survive any termination.

Change in terms

Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services or the Website (or any part thereof) with or without notice. Further, the Company reserves the right to change these Terms at any time and to notify You by posting an updated version of the Terms on this Website. You are responsible for regularly reviewing these Terms.

Applicable law

These Terms of Use are governed by Indian Law. The courts in Mumbai have jurisdiction in relation to any claim or action arising out of, or in connection with, the Terms of Use. If any provision of these Terms of Use is held by a court to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Modifications of the Terms of Use

The Company reserves the right to change the Terms of Use under which this web site is offered at any time and without prior notice. You will be automatically bound by these modifications when you use this site, and therefore you should periodically read the Terms of Use.

General

In these Terms, reference to any gender includes a reference to all other genders and the neuter. Each part of these Terms is independent of each other. Company shall have the right to assign these Terms to any of its affiliates or any third parties at any time without notice to you. You agree that if the Company does not exercise or enforce any legal right or remedy which is contained in these Terms, this will not be taken to be a formal waiver of Company's rights and that those rights or remedies will still be available to the Company. These Terms along with the Privacy Policy contains the entire understanding and agreement between you and the Company and supersedes any and all prior or inconsistent understandings relating to Website. If any provision of these Terms is held to be illegal, invalid or unenforceable, this will not affect any other provisions and these Terms and will be deemed amended to the extent necessary to make it legal, valid and enforceable.